

General Services Administration
Federal Acquisition Service
Technology Transformation Services
1800 F St NW | Washington, DC | 20405

Login.gov
Document Authentication

Purchase Order

Purchase Order # 47QPCA22P0004

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1.0 Background

In 2017, TTS designed and developed login.gov, a shared authentication platform, to provide citizens with simple, secure access to online government services. To achieve this, login.gov utilizes a source issuer verification service to electronically verify U.S. State-issued Driver's License (DL) and Identity (ID) card data directly with the custodian of the record in real time at login.gov's request. This results in a government-provided "digital identity" for each user, established at National Institute of Standards and Technology (NIST) 800-63-3 Identity Assurance Levels (IAL) 1 or 2 and Authentication Assurance Level (AAL) 2. The resultant digital identity provides users the ability to sign in with a single set of credentials for all participating government programs.

2.0 Requirement

2.1 Scope

The contractor will collect documentary evidence of identity data via the login.gov platform. The login.gov application will electronically transfer these data elements to the contractor. The contractor will return a real-time verification from the data received via the login.gov platform and the results of the comparison. Based on the response, GSA will determine whether documentary evidence meets our requirements as evidence of the individual's identity.

The Contractor service must meet moderate or higher FISMA assurance level authorization under NIST SP 800-53 risk management guidelines or FedRAMP. All PII data that are transmitted from login.gov to the Contractor's systems shall not retain the transmitted data after the conclusion of transactions, unless requested by GSA to support debugging activities.

The Contractor should expect that their services will be accessed via well-documented APIs over HTTPS. The Contractor shall provide

documentation, credentials supporting access to their APIs, instructions for configuration and setup, and timely response to support requests.

2.2 Objectives

Mandatory/Non-Mandatory Elements

Each task below consists of elements that are mandatory and elements that are non-mandatory for the purpose of quoting only. Mandatory elements compose the Government's initial minimum requirements for that task. Quote submitted must include all mandatory elements to be considered.

Non-mandatory elements are items that, for quoting purposes, are not a part of the Government's minimum quoting requirements for that task and need not be quoted on, if not available. Upon award, all mandatory elements, and all non-mandatory elements quoted upon become requirements of the resultant contract and any orders.

2.3 Tasks and Deliverables

The Contractor shall complete the following Tasks and provide the related deliverables as identified:

Document Authentication

The Contractor will collect documentary evidence of identity via the login.gov platform. The login.gov application will electronically transfer these data elements to the Contractor. The Contractor will return a real-time verification and the results of the comparison including flags and/or scores to GSA. GSA is seeking to build toward the emerging standards defined in NIST-800-63-3.

ID	Requirement	Priority
Collection		
1-1	Cover other documentary evidence including but not limited to other identity documents such as (Tribal IDs, utility bills, checks, etc)	Non-mandatory
1-2	Ability to deliver the text information on a document by using a method such as (Optical Character Recognition (OCR, reading barcodes, reading machine readable zones, etc)	Mandatory
User Experience		
1-3	Support for character recognition from Roman character sets	Mandatory
1-4	Support major character sets such as Cyrillic, Chinese, Arabic, Korean, etc	Non-Mandatory

ID	Requirement	Priority
Collection		
UNI-1	Be able to support browser based input for all major browsers as defined by being 3% or greater on https://analytics.usa.gov	Mandatory
UNI-2	Support iOS, Android versions released in last 3 years from date of contract award at a minimum	Mandatory
UNI-3	Provide mobile SDKs for iOS, Android for native app development or integration with existing mobile app	Non-Mandatory
UNI-4	Support Blackberry, Windows mobile and other mobile OSs	Non-Mandatory
UNI-5	Cover Government ID Types including from at least last 10 years from date of contract award: <ol style="list-style-type: none"> 1. All 56 State or equivalent jurisdiction government issued IDs 2. U.S. Passports & Passport cards 	Mandatory
UNI-6	Cover Government ID Types including from at least last 10 years from date of contract award: <ol style="list-style-type: none"> 1. Permanent Resident Cards 2. Real ID Compliant Tribal IDs 3. Trusted Traveler Cards (Global Entry, NEXUS, SENTRI, FAST) 4. Border crossing card 5. Federally recognized, tribal-issued photo ID 6. Foreign passport 7. Employment Authorization Card (I-766) 8. U.S Merchant Mariner Credential 9. Others 	Non-Mandatory
UNI-7	Ability to deliver digital information through another method such as Near Field Communication (NFC)	Non-Mandatory

Processing & Analysis		
UNI-8	Conduct a thorough inspection of the document to assess quality and evidence of fraud, return a pass/fail and relevant flags and/or calculated riskiness score	Mandatory
UNI-9	Ability to provide Identity Verification via APIs	Mandatory
UNI-10	Ability to return verbose, granular feedback for pass/fail at each step of the proofing process to help improve and tune pass rates. Examples of verbose and granular feedback are failure reasons (either as details	Mandatory

	or reason codes mapped to standardized failure reasons), calculated riskiness scores, timestamps of events, and capture details (including device profile, camera type, and capture conditions)	
UNI-11	Demonstrated by understanding and ability to categorize as statistically relevant ways utilizing standard scientific method practices. Examples are categorizing data as true positive, false positive, true negative, false negative.	Mandatory
UNI-12	Deal with unconstrained imagery, a variety of capture conditions and have a mature process for handling poor quality capture, providing feedback directly to the user	Mandatory

Fraud Detection		
UNI-13	Ability to conduct real-time transaction analysis for potentially fraudulent events and log events	Mandatory
UNI-14	Ability to test for fraudulent activity trends using behavioral algorithms, relational anomalies and other statistical and machine learning techniques	Mandatory
UNI-15	Ability to incorporate Contractor and Government data in a feedback loop to improve software integrity from usability, fraud or suspected fraud and other business reasons	Mandatory
Logging & Reporting		
UNI-16	Provide weekly status report as specified	Mandatory
UNI-17	Ability to provide a maintenance schedule detailing any infrastructure, software or data updates and upgrades, duration, impact on Login.Gov, expected downtime etc.	Mandatory
UNI-18	Log points of failure and provide regular reports	Mandatory
UNI-19	Ability to export all reports and transactional logs in .CSV format	Mandatory
User Experience		
UNI-20	Compliant with Web Content Accessibility Guidelines 2.0 AA (WCAG 2.0 AA) standards	Mandatory
Other Requirements		
UNI-21	Ability to continuously work with GSA TTS to improve the identity proofing process and outcomes	Mandatory

UNI-22	Ability to provide test environment, pre-built unit tests, and other relevant documentation to help develop and test the service	Mandatory
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General		
UNI-23	Ability to provide detailed raw log information regarding system events, transactions, in a standard non-proprietary format (such as .CSV, pipe, line delimited) with standardized delivery to be determined mutually with the Government	Mandatory
UNI-24	Notify GSA TTS of changes to the identity service component, such as changes to the capabilities, service workflows, the API, interface data specifications, and data sources	Mandatory
UNI-25	Maintain test environments to allow for separation of real test data with the ability for the Government to conduct end-to-end testing that are a mirror of production	Mandatory
UNI-26	Maintain a sandbox environment to allow testing technologies under development	Mandatory
UNI-27	Conduct testing with GSA TTS to include: systems integration, performance, security, and user acceptance	Mandatory
UNI-28	Demonstrate Mature Security Approach through use of modern security practices such as open sourcing code, responsible vulnerability disclosures, bug bounty programs etc	Non-Mandatory
UNI-29	Deliver Systems Interface Specifications document following successful integrations to production and update document as needed	Mandatory
UNI-30	Deliver Procedural Setup Guide following successful integrations to production and update guide as needed	Mandatory

As a regular part of Document Authentication, the Contractor must also provide the following:

Routine Operations & Maintenance:

The Contractor must provide operations and maintenance activities associated with the on-going support related to the performance of

routine, preventive, predictive, scheduled, and unscheduled actions aimed at preventing credential authentication solution failure and increasing efficiency and reliability on a continuous basis. The Contractor must correct errors and bugs/defects identified during operations on a prioritized basis. The priority and urgency of fixes will be determined by GSA TTS and the Contractor's Quality Control staff, in accordance with established processes and standards.

Incident Resolution:

The Contractor must provide support to investigate, assess, and diagnose reported incidents and technical problems. The Contractor must maintain the operational status of the solution, trace down potential problems, fix defects and work with GSA TTS to maintain operations and throughput. The Contractor must take appropriate remediation actions to expedite the operational recovery and closure of incidents.

Updates & Modifications:

The Contractor must make minor modifications to the solution if changes in shared authentication platform business processes or available hardware necessitate them. In addition, the Contractor must perform updates to existing user documentation to reflect changes made based on bug fixes, release updates, and system maintenance.

Service Level Agreement:

The Contractor must provide a copy of its Service Level Agreement (SLA) and specify their compliance to performance requirements via attached SLA Requirements sheet. Upon review and acceptance of the Government, it will be incorporated into the purchase order via a modification.

Technical Support:

The Contractor must provide Tier 2 and Tier 3 technical support post integration and work with GSA TTS to troubleshoot, fix and resolve any technical issues involving their service in accordance with defined performance requirements.

Client Engagement Manager (CEM)¹

CEM must focus on providing the reports requested by Login.gov in the PWS, and be the single point of contact for escalating issue with the Acuant SaaS platform. The CEM will provide weekly status on open issues with Acuant. This resource will be

¹ This highlighted section was updated based on a mutual agreement between the Government, JTEC, Accuant.

available 8:00 am - 5:00 pm Eastern Time, Monday - Friday to assist with ticket creation and determination of priority of issues. The CEM/Program Manager (PM) will assist with collecting the data needed for the customer (Login.gov) to ensure the Acuant support can resolve the support ticket as quickly as possible.

Operational Reports

The Contractor must deliver a Weekly Status Report. These reports must provide accurate, timely, and complete information supporting reporting requirements. The Weekly Status Report must include the following data elements at a minimum:

- Total and monthly transactions, proofing success/failure rate, causes of error, fraudulent attempts, reproofing rate, demographics and any other data useful for GSA TTS to make informed decisions on tweaking and improving proofing rate and security of Login.Gov platform
- Performance Statistics associated with meeting the Performance Requirements
- Identification of any issues impacting the ability of the provided services, accompanied by possible solutions
- Status on previously identified issues as well as actions taken to mitigate the situation and/or progress made in rectifying the situation
- The format will be decided during contract kickoff and discussion between Contractor and the Government
- The report must be delivered no later than five business days after the end of the week

In addition to Weekly Status Reports, the Contractor must provide a maintenance schedule. The Contractor must provide direct points of contact (POCs) that GSA TTS can contact with questions or issues regarding the Contractor's services & solution. The Contractor must continuously monitor performance and report any deviation from previous Weekly Status Report or Task Monitoring meetings.

2.4 Schedule and Milestone Dates

The following schedule of milestones will be used by the COR to monitor timely progress under this Contract.

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The Contractor must deliver the deliverables listed in the following table:

Item #	Title	Delivery Media and Requirements	Delivery Frequency and/or Due Date
1	Test/Sandbox Software	Online web access	Throughout Period of Performance
2	API Documentation	Email or online web Access	Throughout Period of Performance
3	Weekly Status Report	Email and/or dashboard	Weekly
4	Maintenance Schedule	Email	As needed

2.5 Basis of Acceptance - Quality Control and Service Levels

The contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved. The contractor is required to maintain a comprehensive program of inspections and monitoring actions. The purpose of the contractor's quality control, Government quality assurance, and monitoring, is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received. The contractor must continuously demonstrate to the Government its ability to provide consistent, high-quality service, conforming to the terms of the contract and promised service levels. Government monitoring will not relieve the contractor from its responsibilities to provide quality control. Failure to provide a consistent level of high quality service may be grounds for rejection of the services provided and deduction from the contractor's invoice for any services that do not conform to the requirements of the contract and the accepted service level agreement.

3.0 Purchase Order Details

3.1 Type of Contract

The purchase order will be awarded on a fixed-price per unit basis with a ceiling price. CLINs may be fully or incrementally funded based on the availability of funds at the time of award. In the event of incremental funding of any CLIN, the Government reserves the unilateral right to award additional funds to that CLIN via modifications to the award up to the ceiling value.

All rates shall be fully burdened, including the Contract Access Fee, and fixed at the time of award.

The contractor shall understand that neither the funded ceiling or quantities on any of the CLINs is a guarantee to the contractor. The Government will utilize the quantities required to meet the Government's need.

3.2 Period of Performance

The base period of performance (PoP) will be one (1) year. There will be *one* (1) option period for one (1) year. These performance periods are not inclusive of the Government's ability to utilize FAR 52.217-8.

The PoP are anticipated to be as follows:

- *Base Period (1 Year): March 22, 2022 - March 21, 2023*
- *Option Period 1 (one year): March 22, 2023 - March 21, 2024*
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Purchase Order Administration

4.1 Government Points of Contact

This acquisition will be administered by the following individuals, who will also monitor the selected Contractor's performance:

1. GSA Contracting Officer (CO): Justen Proctor, justen.proctor@gsa.gov
2. GSA TTS Contracting Officer Representative: Michael Proul, michael.proul@gsa.gov
3. GSA Technical Point of Contact: Michael Antiporta, michael.antiporta@gsa.gov

4.2 Quality Assurance

The Government will use the Quality Assurance Surveillance Plan (QASP) found as Attachment [1](#) to monitor the Contractor's performance. The COR will utilize the QASP throughout the life of the contract to ensure that the Contractor is performing the services outlined in the Requirements section above at an acceptable level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP prior to award or at any point throughout the life of the contract.

4.3 Invoicing

4.3.1 Procedures for Payment

The Contractor must submit invoices on a monthly basis and a final invoice at the end of the period of performance within 60 calendar days from contract completion. No further charges are to be billed following the final invoice submission. A completed and signed Release of Claims (GSA Form 1142) must be provided to the CO with the submission of a final invoice.

4.3.2 Content of Invoice

The selected Contractor will be provided with the following information when the acquisition has been awarded:

- *Contract/order number*
- *Period of performance covered by the invoice*
- *Contract Line Item Number (CLIN) and title*
- *The accounting number associated with the purchase order*

Additionally, each invoice shall clearly identify which tier of usage is being billed against. It shall also show the total cumulative usage (inclusive of the current invoice period) for the period of performance, as well as the grand total of all costs incurred and invoiced.

All of this information must be included on each invoice in addition to the requirements for a proper invoice specified in FAR 52.212-4 (g), the Prompt Payment clause, FAR 52.232-7 and Progress Payments, FAR 52.232.16, Alternate I.

4.3.3 Invoice Submission

The Contractor shall be paid upon the completion of *each month* upon its acceptance and verification by the Contracting Officer's Representative (COR). Invoices shall be submitted at the end of *each month* in accordance with the delivery schedule as established in the Performance Work Statement.

The Contractor is required to submit invoices to GSA Vendor Customer Self Service (VCSS) and the Contracting Officer (CO) and Contracting Officer Representative (COR) **concurrently**. All invoicing questions can be directed to customer support at 866-450-6588 or the VCSS customer service site <https://vcss.ocfo.gsa.gov/>.

The Contractor's final invoice for this requirement must be so identified and submitted after all tasks have been completed and no further charges are to be billed. Final invoices shall be submitted no later than thirty (30) calendar days after completion of this purchase order. The contractor shall submit a signed and executed Release of Claims with the final invoice.

If you have problems submitting your invoice, please contact one of the following, as applicable.

VCSS General System, Login ID, Password Issues

GSA Financial Systems Service Desk:

Ph: 866-450-6588

Email: OCFOServiceDesk@gsa.gov

Invoice & Payment Related Questions

BCEB Help Desk:

Ph: 800-676-3690, Opt 3

Fax: (816)926-7800

Email: kc-accts-payable.finance@gsa.gov

VCSS Inquiries with Invoicing Issues

Email: kc-acctspayable.vcss@gsa.gov

4.4 Limitation of Funds

The Contractor shall not perform work resulting in charges to the government that exceed obligated funds. The contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, the charges to the

government will exceed 75% of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this task. The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

4.5 Contractor Performance Information

(1) Evaluating Contractor Performance: The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both TTS and the contractor. The website for CPARS is <http://www.cpars.gov> Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

(2) CPARS Registration: Each award requiring an evaluation must be registered in CPARS. The awardee will receive several automated emails. Within thirty days of award, the contractor will receive an email that contains user account information, as well as the applicable contract and order number(s) assigned. The contractor will be granted one user account to access all evaluations.

(3) Contractor CPARS Training: The contractor may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

(4) Contractor Representative (CR) Role: All evaluations will be sent the contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the

evaluation earlier than this date.

TTS shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between TTS and the contractor regarding TTS's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

4.5 Transition Period/Plan

The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. Up to eight (8) weeks before the end of the period of performance, at the CO's request, the Contractor will cooperate with and support the login.gov team as necessary.

5.0 Terms and Conditions

Indemnification

The Contractor agrees to purchase and maintain throughout the term of this contract a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services under this Contract or in connection with the specific services described in this Contract. The insurance policy will include coverage for:

Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations, now or hereinafter constituted or amended;

Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever

form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;

Loss or denial of service; with a minimum limit of \$5,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the chosen Contractor performing services under this Contract or an independent contractor working on behalf of the chosen Contractor in performing services under this Contract, when prior to the commission of the act, error, or omission giving rise to liability, the chosen Contractor has expressly agreed in writing to indemnify and defend the independent contractor against liability. The insurance policy will not include an exclusion for cyber terrorism.

5.1 TTS Transparency Policy

The Contractor is advised that TTS reserves the right to publish documents associated with this acquisition on a publicly-available website, including any Requests for Quotation or their amendments, as well as question and answer exchanges with Contractors with source-identifying information removed. TTS reserves the right to publish any other relevant information that is not confidential or proprietary in nature, but will not publish any source-selection sensitive information that would otherwise implicate procurement integrity concerns.

Upon award of the acquisition, TTS may publish the total price of the selected proposal and certain non-source-identifying data (e.g. the number of bids, the mean price, the median, and the standard deviation of price). During the performance of this purchase order, TTS may similarly publish data related to project management (e.g. user stories, milestones, and performance metrics) and top-line spending data.

5.2 Security Considerations

Government reserves the right to perform periodic security assessment and penetration testing (of its instance). If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct security assessment and penetration testing activities to include control reviews. Penetration shall be supported by mutually agreed upon rules of engagement. Review activities include but are not limited to manual penetration testing; automated scanning of operating systems, web applications; wireless scanning; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

Identified gaps between required security control baselines and continuous monitoring controls and the Contractor's implementation as documented in the security assessment report shall be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a GSA authorization is issued.

The Contractor shall mitigate all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 90 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

Continuous monitoring and periodic audit of the operational controls within a Contractor's system, environment, and processes will determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables shall be updated in agreement with login.gov.

This contract does not include research or comparative analysis of crowdsourcing or prize competition platforms. The Contractor must be prepared to begin work on their proposed login.gov solution at contract initiation.

5.3 Privacy Act

Performance of this purchase Order may require that personnel have access to Privacy Information. The contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and any other applicable rules and regulations.

5.4 Protection of Information

The contractor shall be responsible for properly protecting all information used, gathered, disclosed, or developed as a result of work under this purchase Order. The contractor shall also protect all Government data by treating information as sensitive. All information gathered or created under this purchase Order shall be considered as Sensitive but Unclassified (SBU) information. The use of this data is subject to the Privacy Act and shall be utilized in full accordance with all rules of conduct as applicable to Privacy Act Information.

All contractor key personnel, employees, agents, subcontractors and subcontractor personnel who will have access to documents or data during the performance of their duties under the purchase Order shall execute a Non-Disclosure Agreement and return it to the CO within 5 calendar days of award and before being given access to such information or documents.

5.5 Data Rights and Ownership of Deliverables

The Government shall hold unlimited rights in all deliverables in accordance with the FAR clause at 52.227-14, Rights in Data - General (May 2014).

Additionally, TTS intends that any data or deliverable created as a result of the work performed under the purchase order be publicly accessible without restriction.

6.0 Clauses

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- FAR [52.203-3](#) Gratuities (APR 1984)
- FAR [52.203-17](#) Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020)
- [FAR 52.203-19](#) Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

- FAR [52.204-9](#) Personal Identity Verification of Contractor Personnel (JAN 2011)
- FAR [52.204-13](#) System for Award Management Maintenance (OCT 2018)
- FAR [52.204-18](#) Commercial and Government Entity Code Maintenance (AUG 2020)
- FAR [52.212-4](#) Contract Terms and Conditions-Commercial Items (OCT 2018)
- FAR [52.223-18](#) Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
- FAR [52.224-1](#) Privacy Act Notification (APR 1984)
- FAR [52.224-2](#) Privacy Act (APR 1984)
- FAR [52.225-13](#) Restrictions on certain foreign purchases (FEB 2021)
- FAR [52.227-14](#) Rights in Data-General (MAY 2014)
- FAR [52.232-18](#) Availability of Funds (APR 1984)
- FAR [52.232-22](#) Limitation of Funds (APR 1984)
- FAR [52.232-40](#) Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- FAR [52.233-4](#) Applicable Law for Breach of Contract Claim (Oct 2004)
- FAR [52.239-1](#) Privacy or Security Safeguards (AUG 1996)
- GSAR [552.204-9](#) Personal Identity Verification Requirements (JUL 2021)
- GSAR [552.212-4](#) Contract Terms and Conditions – Commercial Items (FAR DEVIATION) (FEB 2018)
- GSAR [552.212-71](#) Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (MAY 2019)
- GSAR [552.219-74](#) Section 8(a) Direct Award (SEP 1999)
- GSAR [552.232-39](#) Unenforceability of Unauthorized Obligations. (FAR DEVIATION) (FEB 2018)
- GSAR [552.232-78](#) Commercial Supplier Agreements - Unenforceable Clauses (FEB 2018)
- GSAR [552.239-71](#) Security Requirements for Unclassified Information Technology Resources (JAN 2012)
- GSAR [552.252-6](#) Authorized Deviations in Clauses (SEP 1999)

(End of clause)

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf

items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (SEP 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (Oct1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021)(if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (13) [Reserved]

___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)](#))

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (JUN 2020) of [52.219-9](#).

___ (v) Alternate IV (SEP 2021) of [52.219-9](#)

X (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-13](#).

X (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021)([15 U.S.C. 657f](#)).

X (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021)([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021)([15 U.S.C. 637\(m\)](#)).

___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

X (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021)([15 U.S.C. 637\(a\)\(17\)](#)).

- _X_ (27) [52.222-3](#), Convict Labor (June 2003) (E.O.11755).
- __ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- _X_ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (30) (i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O.11246).
- __ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- _X_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- __ (ii) Alternate I (July 2014) of [52.222-35](#).
- _X_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).
- __ (ii) Alternate I (July 2014) of [52.222-36](#).
- _X_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- _X_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- _X_ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- __ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

___ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of [52.224-3](#).

___ (48) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 83](#)).

___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (JAN 2021) of [52.225-3](#).

___ (iii) Alternate II (JAN 2021) of [52.225-3](#).

___ (iv) Alternate III (JAN 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

___ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

X (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable

to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

 (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

 (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

 (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

 (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

 (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this

contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#))

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the selected vendor within 5 calendar days before the contract expires.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

General Services Administration

Federal Acquisition Service

Technology Transformation Services

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Attachment 1

Purchase Order {{# 47QPCA22P0004}}

Quality Assurance Surveillance Plan

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing the Performance Work Statement (PWS). It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the project tasks in the purchase order. It also provides a systematic method to evaluate the services the contractor is required to furnish.

The contractor is responsible for management and quality control actions to meet the terms of the purchase order. The role of the COR is quality assurance to ensure purchase order standards are achieved. The contractor shall perform all work required in a satisfactory manner in accordance with the requirements of the PWS. The COR shall notify the CO for appropriate action if it is likely that the contractor will not achieve successful completion of project tasks in accordance with the performance objectives and acceptable quality levels (AQLs) identified below.

Missing the acceptable quality levels may result in deductions as determined by the contracting officer, withholding payment until the issue is corrected to the acceptable level, contractor providing credits to the Government, negative reflections on a CPARs, or any combination of the above.

Deliverable or Required Services Performance Standard

All surveillance activities will typically be performed within 2 weeks of receipt of the required documentation

1. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

A service that is available more than 99.9% of the time during a calendar month, excluding a scheduled outage

Method of Surveillance: 100% Inspection of Reports

2. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

A scheduled outage cannot exceed a maximum of four hours

Method of Surveillance: 100% Inspection of Reports

3. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

API fewer than 1000ms 95% of the time during a calendar month at service level and overall service level.

Method of Surveillance: 100% Inspection of Reports

4. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Technical support offering at least 2 hour response time to escalate tickets

Method of Surveillance: 100% Inspection of Reports

5. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)¹

¹ This highlighted section was updated based on a mutual agreement between the Government, JTEC, Accuant.

Technical Support Availability (Provided by Acuant, the Software Manufacturer through a General Helpdesk).

- High - 24 hours, 7 days a week
- Medium - 24 hours, 5 days a week (Monday-Friday)
- Low - 12 hours, 5 days a week (Monday-Friday)

Exclude holidays celebrated by vendor

Technical Support Availability (Provided by JTEK through direct support)

- All levels - 9 hours (8:00 AM - 5:00 PM Eastern), 5 days a week (Monday-Friday)

Method of Surveillance: 100% Inspection of Reports

6. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Target Resolution Time.

- High - 45 minutes
- Medium - Commercially reasonable efforts (5 days but no longer than 30 days)
- Low - Commercially reasonable efforts (no longer than 30 days)

Method of Surveillance: 100% Inspection of Reports

7. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Support contact methods

- Website ticket system
- Chat
- Phone

Method of Surveillance: 100% Inspection of Reports

8. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Notify Login 15 minutes prior to any service unavailability

Method of Surveillance: 100% Inspection of Reports

9. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Recovery time less than or equal to 30 minutes from a triggering incident occurrence

Method of Surveillance: Post Recovery Analysis

10. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Recovery point less than or equal to 15 minutes from a triggering incident occurrence

Method of Surveillance: Post Recovery Analysis

11. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Minimum capacity after recovery event of 33% for full operational capacity as specified in scalability requirements.

Method of Surveillance: Post Recovery Analysis

12. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Regarding data retention:

- Daily backups retained for 7 days minimum
- Weekly backups retained for one month minimum
- Monthly backups retained for one year minimum
- Annual backups retained indefinitely

Method of Surveillance: Inspection of Backups

13. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Maximum of 6 hours to restore 100% of operational capacity after a recovery event

Method of Surveillance: Post Recovery Analysis

14. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Maximum of 6 hours for data restoration from backup

Method of Surveillance: Post Recovery Analysis

15. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Data and systems shall be recoverable in a way that can survive broad regional disasters, through significant geographic distribution of operational and data storage facilities

Method of Surveillance: Assessment of continuity of operations plans, service and storage locations

16. Deliverable or Required Services

Performance Standard and Acceptable Quality Level (AQL)

Security vulnerabilities shall be corrected within specified time periods depending on severity

- Critical - 1 Day
- High - 7 Days
- Medium - 30 Days
- Low - 90 days

Method of Surveillance: Post Remediation Analysis

ORDER FOR SUPPLIES AND SERVICES				REQUISITION/REFERENCE NUMBER 000000X4		PAGE OF PAGES 1 3	
1. DATE OF ORDER 03/16/2022 01:45:57 PM EDT		2. ORDER NUMBER		3. CONTRACT NUMBER 47QPCA22P0004		4. PDN NUMBER	

FOR GOVERNMENT USE ONLY	5. ACCOUNTING AND APPROPRIATION DATA						
	FUND (b) (5)	FUNCTION CODE (b) (5)	B/A CODE (b) (5)	CC-A	C/E CODE (b) (5)	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE 000	ORG. CODE (b) (5)	W/ITEM	PRT./CRFT	

6. TO: CONTRACTOR (Name, address and zip code) TIGUA-JTEK LLC 12 LEIGH FISHER BLVD STE 210 EL PASO, Texas 79906-5239 United States (b) (6)		7. TYPE OF ORDER A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated. B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract. C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.	
8A. Data Universal Numbering System (DUNS) Number (b) (4)	8B. Taxpayer Identification Number (TIN) (b) (4)	D. MODIFICATION NUMBER P00000	
9A. BUSINESS CLASSIFICATION Native American Owned		AUTHORITY FOR ISSUING P00000 Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged. 9B. START DATE: 03/22/2022 9C. COMPLETION DATE: 03/21/2023	

10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) 1800 F Street NW Washington, District of Columbia 20405-0001 United States Justen K Proctor (b) (5) justen.proctor@gsa.gov	11. REMITTANCE ADDRESS (MANDATORY) TIGUA-JTEK LLC 9180 Socorro Road El Paso, Texas 79907 United States	12. SHIP TO (Consignee Address, Zip Code and Telephone Number) login.gov Michael Proul 1800 F Street NW Washington, District of Columbia 20405 United States (202) 208-0405
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13. PLACE OF INSPECTION AND ACCEPTANCE Michael Proul 1800 F Street NW Washington, District of Columbia 20405 United States (202) 208-0405		14. REQUISITION OFFICE (Name, Symbol and Telephone Number) Technology Transformation Service 1800 F Street NW Washington, District of Columbia 20405-0001 United States Michael D. Proul (202) 208-0405 michael.proul@gsa.gov	
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15. F.O.B. POINT Destination	16. GOVERNMENT B/L NUMBER	17. DELIVERY F.O.B. POINT 03/21/2023	18. PAYMENT/DISCOUNT TERMS Net 30 Days / 0% 0 Days
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19. SCHEDULE					
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Continuation Page				

20. RECEIVING OFFICE (Name, Symbol and Telephone Number) login.gov 202-710-2957				TOTAL FROM 300-A(s)	▶		
21. MAIL INVOICE TO: (Electronic Invoice Preferred) General Services Administration (FUND) The contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate award, and creating the invoice for that award. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).				22. GROSS SHIP WEIGHT		▶	\$1,346,832.00
				23. SHIPPING POINT See Block 6			
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: KC Finance Accounts Payable				24B. TELEPHONE NUMBER 1-800-676-3690			
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR (b) (6)				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Justen K Proctor			
25B. SIGNATURE (b) (6)		25C. DATE SIGNED 03/16/2022 11:19:00 AM EDT		26B. SIGNATURE Justen K Proctor		26C. DATE SIGNED 03/16/2022 01:45:57 PM EDT	

GENERAL SERVICES ADMINISTRATION

GSA 300 (REV. 5/2010)

Award PIID		Modification Number		Referenced IDV ID		FIN		Page <u> 2 </u> of <u> 3 </u>	
47QPCA22P0004		P00000		Open Market		000000X4			
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QTY. (C)	UNIT (D)	UNIT PRICE (E)	NEW AMOUNT (G)	PRIOR AMOUNT (H)	INCREASE / DECREASE (I)	REQ. (J)	
0001	CEM Document Authentication ((Base)	1	Not To Exceed	(b) (4)	(b) (4)			Base	
0002	CEM Premium Support (Base)	1	Not To Exceed	(b) (4)	(b) (4)			Optional	
1001	CEM Document Authentication (Option Period 1)	1	Not To Exceed	(b) (4)	(b) (4)			Optional	
1002	CEM Premium Support (Option Period 1)	1	Not To Exceed	(b) (4)	(b) (4)			Optional	
TOTALS					\$1,346,832.00	\$0.00	\$1,346,832.00		

Award PIID	Modification Number	Referenced IDV PIID	FIN	Page 3 of 3
47QPCA22P0004	P00000	Open Market	000000X4	

DESCRIPTION

This fixed-price per unit Purchase Order is awarded to TIGUA-JTEK, LLC (JTEK), 12 LeighFisherBoulevard, Suite 210, El Paso, Texas 79906, DUNS# (b) (4), CAGE (b) (4) for Login.gov Document Authentication. This Purchase Order is a directed 8(a) award. The Purchase order will consist of the information contained in the following attached documents:

Purchase Order Award
QASP

When communicating electronically, please reference the Acquisition ID Number: 47QPCA22K0004 and Purchase Order Award number: 47QPCA22P0004) for easier tracking.

Option periods were evaluated at the time of the task order award and all unit pricing is accepted.

Ceiling values for the Task Order are as follows:

CLIN 0001 (Base): (b) (4)

CLIN 0002 (Base/Optional): (b) (4)

CLIN 1001 (Option Period 1): (b) (4)

CLIN 1002 (Option Period 1): (b) (4)

Total Task Order Ceiling (b) (4)

At this time TTS is obligating the ceiling amount of \$1,346,832.00 for CLIN 0001.